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August 20, 1993

Mr. William F. Caton
Acting Secretary
Federal Communications Commission
1919 M Street, N.W.
Room 222
Washington, D.C. 20554

Re: CC Docket No. 93-162
The Lincoln Telephone and Telegraph Company

Dear Mr. Caton:

On behalf of the Lincoln Telephone and Telegraph Company ("Lincoln"), enclosed you will find Lincoln's Direct Case in CC Docket No. 93-162. This material responds to the Commission's Order Designating Issues for Investigation. In the Matter of Local Exchange Carriers' Rates, Terms, and Conditions for Expanded Interconnection for Special Access, CC Docket No. 93-162 (July 23, 1993).

Lincoln is filing its direct case as follows:

Secretary's Office	8 paper copies
Tariff Division	2 paper copies
	1 Diskette
ITS	1 paper copy

If you have any questions concerning this filing, please do not hesitate to contact Robert Mazer of this office or the undersigned.

Respectfully submitted,

Albert Shuldiner

Albert Shuldiner

cc: Tariff Division
ITS

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Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of	)	
	)	
The Lincoln Telephone and	)	
Telegraph Company	)	CC Docket No. 93-162
	)	
Local Exchange Carrier's Rates,	)	
Terms, and Conditions for Expanded	)	
Interconnection for Special Access	)	

DIRECT CASE

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August 20, 1993

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Local Exchange Carriers' Rates,	)	
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Interconnection for Special Access	)	

DIRECT CASE

I. INTRODUCTION

The Lincoln Telephone Company ("Lincoln"), by its attorneys, hereby files its direct case in response to the Commission's Order Designating Issues for Investigation in CC Docket No. 93-162. Lincoln responded only to those paragraphs that are applicable to Lincoln. Lincoln's responses can be found on the pages which follow. Lincoln also submits a completed Tariff Review Plan (TRP) in text and disk, an Appendix A attached to the TRP, and a completed sample priceout.

II. RESPONSES TO ISSUES DESIGNATED FOR INVESTIGATION

A. Are the rate levels established in the LECs' physical and virtual expanded interconnection tariffs excessive?

Paragraph 22 (b) 1) **General Support Requirements Itemized Cost Information**

The physical requirements, elements of investment, and labor hours for expanded interconnection were identified through discussions with engineering departments. Once these were identified, the costs for each were derived from the manufacturer's price list, Lincoln's continuing property records, outside vendors' estimates on replacement costs, and Lincoln's standard labor rates. "Annual Charge Factors" or "Carrying Charge Factors" are not included in Lincoln's rate development.

As explained on page 10 of Lincoln's Description and Justification, Transmittal No. 64, Revisions to Tariff FCC No. 3, filed on February 16, 1993, Lincoln did not identify specific expense accounts associated with Expanded Interconnection. Instead, Lincoln's approach was more generic, but nonetheless fair. Lincoln calculated the overall level of expenses associated with each dollar of net investment. Lincoln used as its basis the 1991 ARMIS data, which was the most current at the time of calculation. Lincoln calculated the proportion of depreciation expense, maintenance expense, administration and other expenses, and property taxes from the same 1991 ARMIS report.

Paragraph 22 (b) 2)

The elements of investment for expanded interconnection were calculated on a prospective basis. Because of the additional investment required to accomplish expanded interconnection, Lincoln's use of a "current cost" in the rate base is justified.

Lincoln's net plant was calculated to be one-half of the initial gross investment. This would be the average net investment amount over the life of the service. Lincoln calculated its depreciation expense as a ratio of depreciation expense to net plant as shown on the 1991 ARMIS 43-04 Report. The depreciable life for all investment would equate to approximately 16.5 years.

Lincoln used a percentage cost of money of 11.25% in its rate calculations. This is the Commission's authorized rate of return.

Paragraph 22 (b) 3) **Itemized Cost Information for Nonrecurring Charge Labor Costs**

Table A

Job Title	Wage Rate (per hour)	Portion of Wage Rate Attributable to Benefits Loadings	Portion of Wage Rate Attributable to Other Loadings
Engineer, Equipment	$48.53	27.46%	27.76%
Engineer, Building Design	48.53	27.46%	27.76%
Network Technician	39.60	29.15%	26.31%
Cable Technician	41.57	27.50%	29.81%
Cable Attendant	33.40	27.22%	30.57%

The wage rates reflect an hourly wage rate plus benefits plus loadings. Loadings are made up of the following:

- Direct Supervision: The direct supervision loading is comprised of departmental supervision costs.
- General Supervision: The general supervision loading is for plant operations administration.
- General Expense: The general expense loading is a general allocator for accounting personnel and general administration offices.
- Vehicle Depreciation: The vehicle depreciation loading is included only for employees who are assigned vehicles in order to perform their jobs.

Listed are descriptions of each labor function included in the nonrecurring charges recovering labor costs.

- Engineer, General Equipment: The equipment engineer is responsible for designing the physical interconnection layout. Once a bona fide request is made and the number of cross connects ordered for each interconnector is known, the equipment engineer will order appropriate equipment and design the interconnection.

- Engineer, Building Design: The building design engineer is responsible for the preparation, design and construction of the collocation area. This includes overseeing the various contractors required to physically construct the collocation area and coordinating with equipment engineering on the physical requirements of each interconnector.

- Network Technician: The network technician physically installs the terminating and interconnection equipment from the interconnector's multiplexing node to Lincoln's point of termination.

- Cable Technician and Cable Attendant: The cable technician and cable attendant are responsible for physical installation of the fiber from the entrance area in Lincoln's manhole to the interconnector's multiplexing node.

- Outside Contractors: The outside contractors are responsible for the physical construction of the interconnector's cage.

A collocation task group was set up to formulate policy and procedures to accomplish expanded interconnection. Different groups or departments were identified as the company experts in areas that needed to be addressed. Each group identified the type of work that needed to be done and estimated the material cost and labor hours required to complete this work.

The ranges of hours in Table B are estimates. The actual cost of service preparation and cable installation cannot be determined until a bona fide request for expanded interconnection is made and the individual interconnector's requirements are known. In Lincoln's original tariff filing, the $7,500 advance payment was to be charged against the service preparation and cable installation nonrecurring charges. Any funds left over were to be returned to the interconnector. Nonrecurring costs in excess of the advance payment were to be billed to the interconnector. In the Commission's Order released June 9, 1993, in CC Docket 93-162, Lincoln was directed to delete references to ICB charges. Lincoln has complied with the Commission's order.

Construction Provisioning Function: $7,416.15

Table B

	Estimated Hours*	Estimated Costs (labor rate times hours)
Engineer, Equipment	25-35	$1,455.90
Engineer, Building Design	50-60	2,669.15
Network Technician	15-25	792.00
Cable Technician	25-35	1,247.10
Cable Attendant	25-35	1,002.00
Contract Labor	10	250.00
Total		$7,416.15

*Where a range of hours is shown, the median value was used to calculate the estimated costs.

The total cost of $7,416.15 was rounded up to $7,500.00 for the tariffed advanced payment.

Paragraph 22 (c) 1) **Overhead Cost Information**

In calculating overhead factors, Lincoln uses the ARMIS 43-04 report as its basis. The calculated overhead factors for the expanded interconnection rate structure submitted by Lincoln are as follows:

Cross-Connect DS-1	1.39
Central Office Space Rental Per 100 Sq. Ft.	1.40
Conduit Facility	1.38
Power	1.22

These factors were derived using the FCC's methodology found in CC Docket No. 93-162, released June 9, 1993. The only material difference among the overhead factors is the factor associated with power. This variance is due to the direct cost of commercial power included in the power rate.

Overhead factors for DS-1 services would only be developed if Lincoln was introducing new DS-1 services. In this case, overhead factors would be developed using the same basis and methodology as used for expanded interconnection. Current DS-1 rates reflect one filing under price caps, which allows pricing flexibility within limitations set by the FCC, and previous rates determined by Parts 36 and 69, as well as special access disaggregation models.

Lincoln prevented double recovery of overheads by capitalizing the cost of those functions which are described in paragraph 35 of the Special Access Order. The cost of these functions, therefore, would not appear as an indirect cost in Lincoln's calculation of rates. Similar functions outside the scope of expanded interconnection would also be capitalized. Therefore, Lincoln's expense-to-investment ratio as described on page 10 of Lincoln's Description and Justification, Transmittal No. 64, Revisions to Tariff FCC No. 3, filed on February 16, 1993, is not overstated, and double recovery did not occur. This is verified in Appendix C of CC Docket 93-162, released June 9, 1993. Lincoln's overhead factors for expanded interconnection, as calculated by the FCC, were below the ARMIS factor as calculated by the FCC.

Paragraph 22 (f) 1)

The difference between the embedded cost and current value of Lincoln's central office that offers expanded interconnection and the charge per square foot under each method is shown in Exhibit 1, Floor Space Charges.

Lincoln feels justified in using a "prospective cost" or "market value" for its central office in calculating the floor space charges. It is undeniable that a central office has tremendous "market value" to an interconnector because of its access to customers via the network layout and conduit systems. An interconnector is expected to pay for this access that has taken Lincoln nearly 90 years to build. The question is not whether Lincoln should use its embedded costs as opposed to its prospective costs or market value, but whether Lincoln has used a reasonable method on deciding the cost or value of its central office.

Several options were considered on the proper method for placing a value on Lincoln's central office. Lincoln used the C.A. Turner Telephone Plant Index (TPI), published by the AUS Consulting Company. The TPI is based on the Federal Communications Commission's Uniform System of Accounts, Part 32. The prior published TPI, also prepared by AUS staff, was based on the earlier USOA Part 31 Standards. Previous uses of cost indexes include such things as the determination of trended original cost in fair value rate jurisdictions and current cost pricing for FASB-33 financial accounting disclosures. Other areas in which reproduction cost indexes were utilized included insurance valuations, property tax valuations, retirement accounting, cost forecasting, etc.

This index is a tool for identifying the relative price change of an item over an identified period of time, and it is designed to produce the reproduction cost of telephone plant investment. The TPI consists of a separate cost index for six geographic regions. The regional designations are based on the similarity of characteristics among the contiguous 48 states.

<u>Paragraph 22 (f) 2)</u>

Lincoln did not add maintenance costs, administrative costs or other costs to the indexed value. The data used by Lincoln is an index to calculate the reproduction cost of our central office, not a publication to determine rental rates as is true with data issued by R.S. Means or Building Owners and Managers Association.

<u>Paragraph 22 (f) 3)</u>

Lincoln made no adjustments to the C.A. Turner Telephone Plant Index. See Exhibit 2, Telephone Plant Index, for a copy of the TPI.

<u>Paragraph 22 (g) 1)</u> **Power Charges**

The average cost per kilowatt/hour for AC power was determined, and the energy usage of the AC to DC battery chargers was figured to calculate the cost of per ampere DC power per year. See Exhibit 3, DC Power Equation, for equation.

<u>Paragraph 22 (h) (1)</u> **Repeaters in Cross Connect**

Lincoln does not include cost of repeaters in its calculation of the cross-connect rate.

Paragraph 22 (h) 2) **Cross-Connection Charges and Termination Equipment Charges**

The collocation configuration at Lincoln's central office is that of a distributed (dedicated) configuration. The interconnector has 100% ability to configure its own circuit facility assignment, without interruption by other interconnectors by shared termination equipment.

Paragraph 22 (h) 3)

The cost of a point of termination (POT) frame is not part of investment for any rate element.

Paragraph 22 (i) 1) Security Charges

Lincoln believes it is reasonable to require security escorts at any time interconnector personnel are on its premises. Each LEC, including Lincoln, has a responsibility to its employees, other customers and stockholders to operate and maintain the best network possible in the safest environment possible. This includes securing not only the equipment constituting the network, but also information about the network that may reside in or on desks and files in other areas of the building containing the collocation space. An interconnector is not an electrician or carpenter working on behalf of Lincoln. The interconnector is a competitor, one of whose goals is to defeat Lincoln in the marketplace for network services. Security escorts ensure that this competition occurs in the light of the marketplace, not the dark of industrial espionage. Once interconnector personnel are in the building, many areas with sensitive information could be accessed. A security escort ensures that no access to or activity within Lincoln's facilities occurs without the knowledge of responsible company personnel.

Lincoln also believes that, given the choice between unescorted access to a building that has been secured floor by floor and room by room (with those costs included in the cost development) and lower recurring rates for expanded interconnection, the interconnector would choose the lower rates. The behavior of the interconnector personnel would not change (assuming personnel with honesty and integrity) between the two choices, but the recurring monthly cost of doing business would increase with the unescorted access.

B. **Are the rate structures established in the LECs' expanded interconnection tariffs reasonable?**

Paragraph 31 (a)

Lincoln's rate structure was developed to conform with paragraph 121 of CC Docket No. 91-141. Lincoln believes its rate structure is sufficiently unbundled, and further unbundling introduces inefficiency in ordering, billing and administrating without either party (Lincoln or interconnectors) gaining benefits. Lincoln's explanation of items included in its expanded interconnection rate elements is described in detail in its Description and Justification, Transmittal No. 64, Revisions to Tariff FCC No. 3, filed on February 16, 1993. Separate rate elements for each item listed in paragraph 31a of CC Docket No. 93-162, released July 23, 1993, are not necessary in Lincoln's view. Lincoln believes that further disaggregation of its rate structure is not necessary when the functional elements are technically required to be consumed together.

Additional rate elements do not necessarily add benefits to any party involved. For example, Lincoln could have disaggregated its conduit facilities into inside conduit, innerduct, and conduit rate elements. However, all are necessary to bring an interconnector's cable from the point of interconnection to its multiplexing node. Neither the interconnector nor Lincoln receives benefit from the increased unbundling, and in fact, more unbundling may cause additional administrative expenses. Lincoln does not bundle cage construction charges with space preparation charges.

Pages 5 and 6 of Lincoln's Description and Justification, Transmittal No. 64, Revisions to Tariff FCC No. 3, filed on February 16, 1993, further explain other charges included in the floor space rental rate. Lincoln believes that including these charges in the floor space element is justified, as these costs are incurred for the benefit of all interconnectors versus a per interconnector benefit.

Paragraph 31 (b) 1)

Lincoln does not intend to recover construction cost for which it does not incur cost. In fact, in Lincoln's original filing on February 16, 1993, Lincoln stated that it would return any funds collected for which it did not incur cost, thus preventing double recovery.

The Commission in CC Docket No. 93-162, released June 9, 1993, ordered Lincoln to delete references to ICB charges. Lincoln respectfully complied with the Commission's request.

Paragraph 31 (b) 2)

Lincoln will recover common construction costs through the recurring floor space rate. This will ensure that interconnectors will share the cost evenly and in a nondiscriminatory manner.

Lincoln has not purposely underestimated nor purposely overestimated demand for expanded interconnection. Lincoln projected demand by analyzing the number of entities with traffic density of levels which will justify crossovers to the DS-1 cross-connect subelement from DS-1 channel terminations.

Paragraph 31 (d)

Requiring payment of nonrecurring charges before commencement of construction is reasonable because it ensures that the other customers of Lincoln do not finance or subsidize the construction of a competitor's facilities. If an interconnector is serious about providing service to customers, payment of a reasonable nonrecurring charge, such as Lincoln's, is an indication of good faith and the desire to conduct business in a fair and aboveboard manner.

Paragraph 31 (e)

The decision to supply DC electric power in increments was made following discussions with Lincoln's engineering departments. The amperage requirements of a frame with typical equipment are consistently within the 15 ampere capacity specified by Lincoln's tariff. Provision of power in other than this increment would not be efficient and could needlessly increase the cost of the power. Provision in smaller increments does not provide sufficient power, while provision in greater increments causes increased investment in higher capacity cable and fuse panels that would not be required by the equipment in the frame. Provision in a continuous measured manner would require the purchase of measuring and recording devices for each interconnector. This expense, plus the cost of administration and resolution of usage disputes, in Lincoln's opinion, does not warrant the dubious and minuscule benefit of measured DC power consumption.

C. **Are LECs' provisions regarding interconnection space size, expansion, and location reasonable?**

Paragraph 36 (a)

Because Lincoln has provisions in its tariff that allow non-standard (other than 100 square feet) interconnection spaces, it does not limit the amount of space for a given interconnector. See Lincoln's Tariff FCC No. 3, Section 8.2.6(D) and Lincoln's Reply to Comments on its tariff at 8-9 as cited by the Common Carrier Bureau in the Order Designating Issues for Investigation at paragraph 32. Lincoln would prefer to use a 100 square foot minimum space with a 50 square foot increment for increases up to a maximum of 300 square feet. This simplifies the administration and construction of the interconnection spaces.

Having no maximum space limitation on interconnectors could discriminate against smaller, late entry interconnectors who could be locked out of an office due to the first come, first served rule. Until the economies of scale of this business are more firmly established, Lincoln feels that the Commission should not artificially limit the number of companies who can participate in the business. Creation of a mechanism to more precisely define and prevent inefficient use of space would eliminate the need for an upper limit.

Paragraph 36 (c)

As stated in Lincoln's tariff Section 8.2.11(K), "Additions to existing Interconnector Expanded Interconnection Service shall be treated the same as a request for initial service with the exception that the advance payment is not required." (emphasis added). The installation information for an additional cable and an initial cable are similar but not identical. Therefore, a request for such information is legitimate and reasonable. The fact that a business relationship has been established between Lincoln and an interconnector only creates the account for a customer and the first cable, not the designation of conduit or cable runway space and other technical parameters for all additional cables.

Paragraph 36 (d)

Lincoln's policy on contiguous space is that it shall attempt to provide contiguous interconnection space. If this is not possible, Lincoln has stated in its tariff that any additional rate elements required for connection of the non-contiguous spaces shall be developed according to Commission rules and filed in its tariff for the use of all similarly situated interconnectors. See Lincoln's FCC No. 3, Section 8.2.6(B)(3).

D. Dark Fiber

Lincoln has no dark fiber.

E. **Do the LECs' tariffs prevent interconnector control over channel assignment on the interconnectors' networks and, if so, is such an arrangement reasonable?**

Paragraphs 41 (a) & 41 (b)

Lincoln allows the interconnector full control over channel assignment on the interconnector's network. See Exhibit 4, Channel Assignment Diagram, from Lincoln's General Equipment Engineering department for details of the equipment configuration.

F. Are the LECs' provisions regarding warehousing or efficient use of space reasonable?

<u>Paragraph 44 (a)</u>

Lincoln does not have language referring to floor space in terms of its use by ancillary equipment or file cabinets.

<u>Paragraph 44 (b)</u>

Lincoln's tariff has language that allows the reclamation of unused space from an interconnector only if that space is needed to provide Telephone Company services (Section 8.2.6(H)) including expanded interconnection. If there is no demand for the space by other customers or itself, Lincoln sees no need to initiate reclamation proceedings even if the space is defined as "warehoused" - not used for one year. Purchase of non-revenue producing space is the interconnector's concern as long as Lincoln's other customers are not disadvantaged.

<u>Paragraph 44 (c)</u>

Lincoln does not have language in its tariff preventing interconnectors from purchasing additional space based upon the efficient use of existing purchased spaces.

G. Are the LECs' provisions regarding notice to or from interconnectors in the event of service termination reasonable?

Paragraph 47 (a)

The notice period for Lincoln to notify an interconnector of termination of interconnection for the reclamation of space (Section 8.2.6(H)) or to fulfill other legal obligations is 90 days. In the event of default or breech by either the interconnector or Lincoln of terms of the tariff, the notice period is 60 days.

Paragraph 47 (b)

The notice period for an interconnector to notify Lincoln of the interconnector's intent to terminate the interconnection agreement in the event of default or breech by either the interconnector or Lincoln of terms of the tariff is 60 days. In the event of a partial vacation of the interconnection space, the notice period is 60 days. See Lincoln's Tariff FCC No. 3, Sections 8.2.6(H) and 8.2.2.

Lincoln does not require any advance notice of termination by the interconnector, other than an obligation to meet the minimum occupancy requirement of one (1) year (Section 8.2.1). This is similar to the requirements of all of Lincoln's customers.

Paragraph 47 (c)

Lincoln believes that by giving the interconnector more notice than the interconnector is required to give Lincoln, Lincoln conveys to the interconnector the assurance that it will be treated with an excess of fairness regarding the potentially contentious issue of vacating a valuable commodity such as floor space.

H. Are the LECs' provisions permitting them to terminate a collocation arrangement reasonable?

Paragraph 50 (a)

Discontinuance of collocation due to tariff violations is an effective and efficient method of protecting the public network. The companies with the responsibility of management of the public network must have the ability to prevent access to that network by those who would harm or have harmed the network physically or financially. A tariff defines the "code of behavior" for all who would use the network. This access should be revoked or denied only to those who have demonstrated significant and material harm to the network, be that entity an interconnector or end user.

Paragraph 50 (c)

One possibility where an interconnector could be charged for termination of a collocation agreement would be if the termination is as a result of damage to the network by the interconnector. In this situation, compensation for restoration and repair of the network would be appropriate. The interconnector must also fulfill any outstanding obligations.

Paragraph 50 (e)

Lincoln does not have tariff language regarding placement of liens on interconnector equipment.

I. Are LECs' provisions regarding termination of collocation agreements in the event of catastrophic loss reasonable?

Paragraph 54 (a)

Lincoln provides service restoration in accord with the Commission's rules regarding restoration priority with all the speed possible. These rules and Lincoln's current tariff language are sufficient to govern the restoration of Expanded Interconnection Service.

In the event of catastrophic loss to any central office, the interconnector and all customers affected would be notified of the event, of efforts to make repairs, and of the estimated time to repair. Lincoln will make every effort to not terminate a collocation agreement without offering the interconnector the opportunity to relocate in other spaces. Interconnectors making comments seem to assume that they will not be able to function, simply because they are interconnectors. Lincoln does not discriminate by denying one customer service while offering service to other customers. The interconnector will be kept notified of all developments in the restoration of service, just as are all customers.

There is a difference between providing emergency service to customers and deciding to provide that service from another location. Lincoln will make every effort to continue to provide service to all customers affected by the emergency, regardless of the physical source of that service. The special status of an interconnector, who is also a competitor, makes no difference. Even the security procedures would be the same, except that they would take place at the new location.

The maximum time for notification of Lincoln's intent to rebuild or relocate in another location would be 60 days (Lincoln's FCC No. 3, Section 8.2.5(G)4)). Such a time period allows for the reasoned and careful evaluation of all options open to Lincoln. This does not mean that the interconnector will be without service for a minimum of 60 days. Service to all customers, including interconnectors, will be restored as fast as possible.

Paragraph 54 (b) 1)

Lincoln believes that placing language requiring additional specific time frames for notification to the interconnector of Lincoln's decision regarding alternative interconnection spaces would not serve a constructive purpose, could constrain Lincoln's ability to respond effectively to a situation that is inherently unpredictable, and is redundant of language already in its tariff (See Sections 2.3.5 and 8.2.5 (G)). When any facility is damaged, be it a central office or only one local loop, any LEC is obligated to restore service as soon as possible.

The following activities mentioned by the Commission in Paragraph 54 (b) 1) of the Order that Lincoln would agree are its responsibility and are already part of the usual and customary services a LEC provides:

- Provision of alternative facilities if the interconnector space were destroyed but Lincoln's central office was not.

- Repairs to the interconnection spaces. This would naturally include the conduit and cable support structures assigned to the use of interconnectors.

- Work cooperatively with the interconnector to restore both Lincoln's facilities and the interconnector's facilities in the same manner and time frame. Lincoln works cooperatively with all its customers.

- Assist the interconnector in the repair of its facilities in the same manner and time frame. Lincoln works cooperatively with all its customers.

- Assist the interconnector in the repair of its facilities should the interconnector so desire. It is the responsibility of the interconnector to arrange for the repair of interconnector-owned equipment.

In its tariff (Section 2.3.5), Lincoln states its policy toward nonrecurring charges and restoration of facilities. Creation of a whole new interconnection space, in a different office and at an accelerated pace to satisfy emergency provisioning of Expanded Interconnection Service, will force Lincoln to incur significant additional costs. Such activities are not mentioned in Section 2.3.5 as appropriate for the waiving of nonrecurring charges. Each interconnector involved should pay its proportionate share of the costs because these spaces are dedicated to interconnectors. Lincoln will have incurred significant expense to create these new spaces without any assurance that it would receive